

10-06-04

1634



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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application of: Bee *et al.*

Confirmation No.: 4949

Serial No.: 09/880,732

Art Unit: 1634

Filed: June 12, 2001

Examiner: Diana B Johannsen

For: Assay for Genetic Polymorphisms  
Using Scattered Light Detectable  
Labels

Attorney Docket No.: 11032-017-999

**TRANSMITTAL OF REVOCATION AND POWER OF ATTORNEY**

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

Submitted herewith is a Revocation and Power of Attorney executed by Alan Hammond, Chief Patent Counsel of Invitrogen Corporation, on June 2, 2004. Copies of the assignment and other documents in the chain of title of the above-identified patent application are attached.

It is respectfully requested that the enclosed Revocation and Power of Attorney be made of record in the file of the above-identified patent application.

It is estimated that no fee is due in connection with this transmittal. In the event that a fee is required, please charge the required fee to Jones Day Deposit Account No. 50-3013.

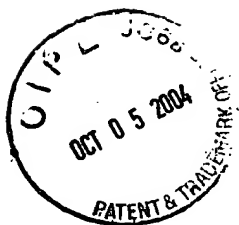
Respectfully submitted,

Date: October 5, 2004

Laura A. Coruzzi 30,742  
Laura A. Coruzzi (Reg. No.)

By: T. Christopher Tsang 40,258  
T. Christopher Tsang (Reg. No.)  
**JONES DAY**  
222 East 41st Street  
New York, New York 10017-6702  
(212) 326-3939

Enclosures



POWER OF ATTORNEY

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application of: Bee *et al.* Confirmation No.: 4949  
Serial No.: 09/880,732 Art Unit: 1634  
Filed: June 12, 2001 Examiner: Diana B Johannsen  
For: Assay for Genetic Polymorphisms Using Scattered Light Detectable Labels Attorney Docket No.: 11032-017-999

**REVOCATION AND POWER OF ATTORNEY**

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

Invitrogen Corporation hereby revokes any and all previous powers and appoints:

☒ Practitioners at Customer Number 20583

as its attorney(s) or agent(s) to prosecute the application identified above, and to transact all business in the United States Patent and Trademark Office connected therewith.

Please direct all correspondence address for the above-identified application to:

☒ The above mentioned Customer Number.

☒ Firm or Individual Name:

Address: Jones Day, 222 East 41st Street, New York, New York 10017

Telephone: (212) 790-2803

**Statement Under 37 C.F.R. 3.73(b)**

Invitrogen Corporation states that it is:

- ☒ the assignee of the entire right, title, and interest; or  
☐ an assignee of less than the entire right, title and interest.  
The extent (by, percentage) of its ownership interest is %

in the patent application/patent identified above by virtue of either:

- ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office on at Reel , Frame , or for which a copy thereof is attached.

OR


- ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: Gary Bee, David E. Kohne, Linda Korb, Todd Peterson, Juan Yguerabide  
To: Genicon Sciences Corporation  
A copy of an Assignment which was recorded in the United States Patent and Trademark Office on July 27, 2001 at Reel 012022, Frame 0792 is attached.

2. From: Genicon Sciences Corporation To: Invitrogen Corporation  
Copies of a Bill of Sale and a Schedule 2.1(a)(ii) - Patents are attached.

- ☐ Additional documents in the chain of title are listed on a supplemental sheet.
- ☐ Copies of assignments or other documents in the chain of title are attached.  
[Note: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Date: June 2, 2004 ASSIGNEE: Invitrogen Corporation  
Signature:   
Typed Name: Alan Hammond  
Position/Title: Chief Patent Counsel

**ASSIGNMENT AND AGREEMENT**

*WHEREAS*, Gary Bee of 1561 Golfcrest, Vista, California 92083; David E. Kohne of 364 Nautilus Street, La Jolla, California 92037; Linda Korb of 321 W. Lewis Street, San Diego, California 92103; Todd Peterson of 32 Catpaw Cape, Coronado, California 92118 and Juan Yguerabide of 9505 Poole Street, La Jolla, California 92037; (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled **ASSAY FOR GENETIC POLYMORPHISMS USING SCATTERED LIGHT DETECTABLE LABELS** (Atty. Dkt. No. 089498-0402) for which an application for United States Letters Patent was filed on June 12, 2001 as Application No. 09/880,732; and

*WHEREAS*, Genicon Sciences Corporation, a corporation duly organized and existing under the laws of the State of California, and having its principal place of business at 11585 Sorrento Valley Road, San Diego, California 92121 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

*NOW THEREFORE*, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

*ASSIGNOR HEREBY AUTHORIZES AND REQUESTS* the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

*ASSIGNOR HEREBY AGREES* (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful

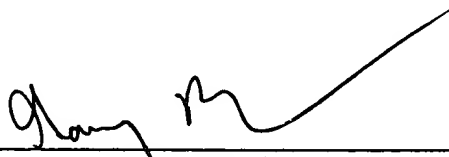
papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

**ASSIGNOR HEREBY REPRESENTS AND WARRANTS** that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

**ASSIGNOR HEREBY GRANTS** to the law firm of **Foley & Lardner** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

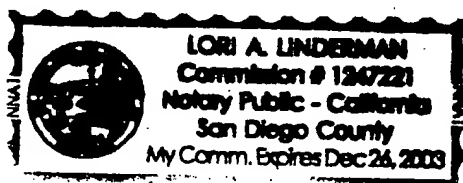
**ASSIGNOR UNDERSTANDS AND AGREES** that the attorneys and agents of the law firm of **Foley & Lardner** do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

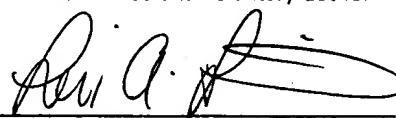
Executed this 19 day of July, 2001.

  
\_\_\_\_\_  
GARY BEE

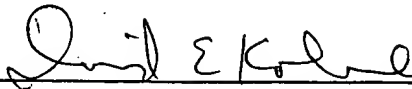
State of California )  
County of San Diego ) ss.

On this 19 day of July, 2001, before me, a notary public in and for said county, appeared GARY BEE, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 12/26/03

Executed this 19 day of JULY, 2001.

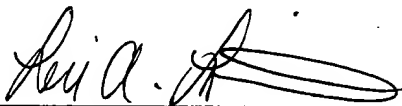
  
\_\_\_\_\_  
DAVID E. KOHNE

State of California  
County of San Diego ) ss.

On this 19 day of July, 2001, before me, a notary public in and for said county, appeared DAVID E. KOHNE, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

(Seal)



  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 12/26/03

Executed this 19 day of July, 2001.

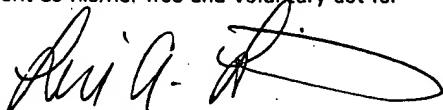
  
\_\_\_\_\_  
LINDA KORB

State of California  
County of San Diego ) ss.

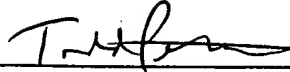
On this 19 day of July, 2001, before me, a notary public in and for said county, appeared LINDA KORB, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

(Seal)



  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 12/26/03

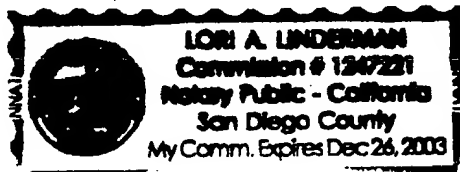
Executed this 19 day of July, 2001.



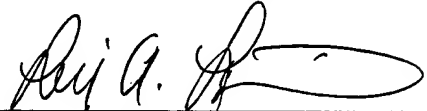
TODD PETERSON

State of California  
County of San Diego ) ss.

On this 19 day of July, 2001, before me, a notary public in and for said county, appeared TODD PETERSON, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



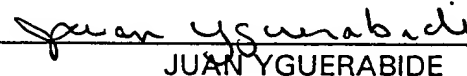
(Seal)



Notary Public

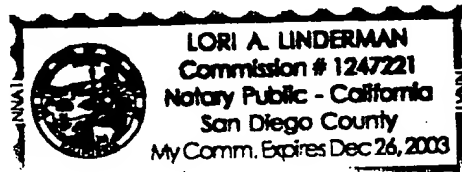
My Commission Expires: 12/26/03

Executed this 19 day of July, 2001.

  
JUAN YGUERABIDE

State of California  
County of San Diego ) ss.

On this 19 day of July, 2001, before me, a notary public in and for said county, appeared JUAN YGUERABIDE, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



(Seal)



Notary Public

My Commission Expires: 12/26/03

## BILL OF SALE

THIS BILL OF SALE (the "Bill of Sale"), is made, delivered and effective as of 12:01 a.m., PDT time, on July 3, 2003, by Genicon Sciences Corporation, a California corporation (the "Seller"), in favor of Invitrogen Corporation, a Delaware corporation (the "Buyer"). All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement described below.

WHEREAS, the Seller and the Buyer have entered into an Asset Purchase Agreement dated as of June 27, 2003 (the "Agreement") pursuant to which the Seller has agreed to sell, convey, assign, transfer and deliver to the Buyer (or one or more of its assignees) all of its right, title and interest in and to the Business Assets, and the Buyer has agreed to purchase and acquire from the Seller such assets, in the manner and upon the terms set forth in the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller hereby sells, conveys, assigns, transfers and delivers to the Buyer all of the right, title and interest of the Seller in and to the Business Assets, to have and to hold such assets unto the Buyer and its successors and assigns, and for its and their own use, forever.

The Seller hereby constitutes and appoints the Buyer and its successors and assigns, the true and lawful attorney, irrevocably, of the Seller, with full power of substitution, in the name of the Seller or otherwise, and on behalf and for the benefit of the Buyer and its successors and assigns, (a) to demand and receive from time to time any and all assets hereby sold, conveyed and assigned or intended so to be, and to give receipts, releases and acquittances for and in respect of the same or any part thereof, and (b) from time to time to institute, prosecute, compromise and settle as the Seller's assignee, any and all proceedings, at law, in equity or otherwise, which the Buyer and its successors and assigns may deem proper to collect, assert or enforce any claim, title or right hereby sold, conveyed and assigned or intended so to be, that the Buyer and its successors and assigns shall deem desirable. The Seller hereby declares that the foregoing powers are coupled with an interest and shall be irrevocable by Seller.

The Seller hereby covenants that it will, whenever and as often as reasonably required so to do by the Buyer, execute, acknowledge and deliver any and all such other and further deeds, assignments, transfers, conveyances, confirmations, powers of attorney and any instruments of further assurance, approvals and consents as the Buyer may reasonably require in order to complete, insure and perfect the transfer, conveyance and assignment to the Buyer of all the right, title and interest of the Seller in and to the Business Assets hereby sold, conveyed or assigned, or intended so to be.

This Bill of Sale is delivered pursuant to and in accordance with the Agreement. The Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided in the Agreement. In the event of any conflict between the terms of the Agreement and the terms of this Bill of Sale, the terms of the Agreement shall govern. Reference is made to Article III of the Agreement for certain representations and warranties made to the Buyer by the Seller relating to the Business Assets and the conveyance evidenced herein



and nothing contained in this Bill of Sale shall be interpreted or construed to limit any representations or warranties under the Agreement.

This Bill of Sale and any disputes hereunder shall be governed by and construed in accordance with the internal laws of the S conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of California.

IN WITNESS WHEREOF, this Bill of Sale has been executed by a duly authorized officer of the Seller as of the day and year first written above,

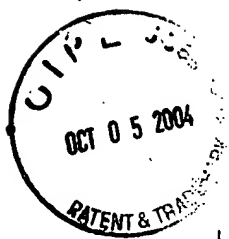
By: 

Name:

PATRICK J. MALLON

Title:

PRESIDENT + CEO



## Schedule 2.1(a)(ii) - Patents

## List of Patents and Patent Applications

| Patent Serial Number    | Country | Publication No.                        | Issued Patent No.       |
|-------------------------|---------|--|-------------------------|
| <b>GEN-001 and -002</b> |         | Analyte Assay Using Particulate Labels |                         |
| 60/016,383              | US      |  |                         |
| 08/844,217              | US      |  | 6,214,560               |
| US97/06584              | PCT     | WO 97/401 81                           |                         |
| 28056/97                | AU      |  | 736340                  |
| PI9710836-7             | BR      |  |                         |
| 2,253,710               | CA      |  |                         |
| 97195868.8              | CN      |  |                         |
| 97922363.3              | EP      |  |                         |
| 99105632.5              | HK      |  |                         |
| 126544                  | IL      |  |                         |
| 538227/97               | JP      |  |                         |
| 98121007                | RU      |  |                         |
| 9805511-4               | SG      |  | 60364                   |
| <b>GEN-003</b>          |         | Analyte Assay Using Particulate Labels |                         |
| 08/953,713              | US      | US/2002/0028519                        |                         |
| 09/932,128              | US      |  |                         |
| 09/931,729              | US      | US/2002/0045276                        |                         |
| 10/283,950              | US      |  |                         |
| US98/23160              | PCT     | WO 99/20789                            |                         |
| 129431/99               | AU      |  |                         |
| PI9814821-4             | BR      |  |                         |
| 2307280                 | CA      | 2,307,280                              |                         |
| 98812279.0              | CN      | 1282378                                |                         |
| 98956415.8              | EP      | 1 023 456                              |                         |
| 01104872.4              | HK      |  |                         |
| 135696                  | IL      |  |                         |
| 517107/2000             | JP      |  |                         |
| 200112095               | RU      |  |                         |
| 200002069-3             | SG      |  | 72353                   |
| <b>GEN-007</b>          |         | Use of Light Scattering Particles      |                         |
| 09/906,580              | US      | US/2003/0020910                        |                         |
| <b>GEN-009</b>          |         | Plasmon Resonant Particles             | (Schultz/UCSD/Seashell) |
| 09/027048               | US      |  | 6,180,415               |
| 09/740,615              | US      | US/2001/0002315                        |                         |
| US98/02995              | PCT     | WO 98/374 17                           |                         |
| 61890/98                | AU      |  |                         |
| 2,280,794               | CA      |  |                         |
| 10-596774               | JP      |  |                         |
| 98906473.8              | EU      |  |                         |

20/551397.1

**GEN-010 and -011**      **Ligand Gold Particles**      **(AKZO / Shioekawa)**

|            |    |         |           |
|------------|----|---------|-----------|
| 07/622,462 | US |         | 5,294,369 |
| 08/185,103 | US |         | 5,384,073 |
| 91203125.9 | EP |         | 0 489 465 |
| 0914180    | IE |         | 0075725   |
| 0915727A   | FI |         | 0102417   |
| 02056843   | CA |         |           |
| 322163     | JP | 6116602 |           |
| 0022122    | KR |         | 0163790   |
| 9109526    | ZA |         |           |

**GEN-004 and -012**      **Assay for Genetic Polymorphisms**

|            |     |                 |
|------------|-----|-----------------|
| 60/210,988 | US  |                 |
| 09/880,732 | US  | US/2002/0127561 |
| US01/18912 | PCT | WO 01/96604     |

**GEN-005 and -015**      **Methods for Providing Extended Dynamic Range**

|            |     |                 |
|------------|-----|-----------------|
| 10/084,844 | US  | US/2003/0096302 |
| US02/05928 | PCT | WO 02/068932    |

**GEN-008. -016 and -017**

|            |    |
|------------|----|
| 60/317,543 | US |
| 60/364,962 | US |
| 60/376.049 | US |

**GEN-018**      **Apparatus for Reading Signals**

|            |     |                 |
|------------|-----|-----------------|
| 10/236,103 | US  | US/2003/0112432 |
| US02/28566 | PCT |                 |

**GEN-019**      **Method and Apparatus for Normalization**

|            |     |
|------------|-----|
| 10/236.169 | US  |
| US02/28475 | PCT |

**GEN-013 and -020**      **Sample Device**

|             |     |
|-------------|-----|
| 09/948,058  | US  |
| 10/236,888  | US  |
| US02/283396 | PCT |